

General Terms and Conditions of Sale and Delivery of AKO Armaturen und Separationstechnik GmbH

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The version of the following General Terms and Conditions of Business valid at the time of the order shall apply exclusively to the business relationship between AKO Armaturen und Separationstechnik GmbH and the Customer. AKO GmbH shall not accept any terms and conditions of the Customer which deviate from these, unless AKO GmbH has expressly agreed to these in writing. These terms and conditions shall also apply to all future transactions between the parties to the contract.

2. Quotations

Our quotations are subject to change with regard to the prices and delivery times. Quantities and details of weights and dimensions, as well as illustrations in catalogues are non-binding; we reserve the right to prior sale, in particular. The condition for the prices given in quotations for special designs according to plans and drawings is that the kinds and quantities referred to reach the order form without being reduced.

3. Conclusion of the Contract

Orders shall only be regarded as having been accepted if they have been confirmed by us in writing. Our written order confirmation shall be the only determining factor for the extent of the order in terms of content. If the delivery takes place immediately, the invoice shall be regarded as an order confirmation at the same time. In the case of orders in special designs according to plans, drawings etc., we reserve the right to provide an excess or reduced delivery of up to 10%. The costs for producing models as special designs shall be invoiced to the Buyer by agreement. The models shall remain our property. Call orders shall only be concluded for the duration of one year maximum after the written order confirmation, provided that a shorter call period has not been agreed. If the order goods can (partially) not be called within the call period, we shall grant an appropriate grace period of at least four weeks, after whose expiry we

shall refuse the goods which have not been requested by then and reserve the right to demand compensation for non-fulfilment on account of the goods that have not been requested or to withdraw from the contract. For goods that have already been called, a re-calculation of the purchase price shall take place on the basis of the list price with our normal conditions of payment. The originally agreed prices and conditions of payment that have been agreed and/or calculated on the basis of the call order shall become invalid upon the expiry of the grace period set by us. When an order is cancelled, we reserve the right to charge cancellation costs for the material that has been processed and can otherwise no longer be used, as well as for the construction work that has been performed. We reserve the right to claim additional damages. Obvious errors and mistakes in quotations, order confirmations or invoices may be corrected by us. There shall be no entitlement to make legal claims on the basis of information that has been given in error that clearly contradicts other sales documents.

4. Prices/Forwarding Costs/Terms and Conditions of Payment

Our prices shall be ex works in "euros", excluding the statutory VAT, postage, packaging and other forwarding expenses. The Buyer shall bear the costs of forwarding from the site of our branch, unless they exceed a reasonable proportion of the value of the item to be delivered. The statutory VAT is not included in our prices; it shall be indicated separately in the invoice on the day when the invoice is issued. We reserve the right to increase our prices accordingly if cost increases occur after the conclusion of the contract, in particular on the basis of collective bargaining agreements or material price increases. Evidence shall be provided of these on the request of the Buyer. If the increase amounts to more than 5% of the agreed price, the Buyer shall have the right to withdraw. Payments may only be made directly to us. The payment must be made within 30 days of the invoice date without a deduction or within 8 days with a 2% discount. Costs for repairs and assembly are payable immediately net. A default in payment shall be governed according to §§ 286 et seq German Civil Code. For legal transactions in which a consumer is not involved, the in-

terest rate for claims for compensation shall amount to 8 percentage points over the basic interest rate. We reserve the right to claim higher interest rates for other legal grounds and to claim further damage. In the event of the existence of defects, the Buyer shall not be entitled to a right of retention, unless the delivery is clearly defective; in such a case the Buyer shall only have a right of retention provided that the retained amount is in an appropriate relationship with the defects and the provisional costs of subsequent fulfilment (in particular of a removal of a defect).

5. Transfer of risk

For all deliveries, the risk of accidental loss or the accidental deterioration of the goods and the transport risk shall be transferred to the Buyer when the transport used ex works is loaded at the loading station regardless of whether we will transport goods with our own vehicles or whether external carriers will be used by us. At the particular request of the Buyer, the goods shall be covered by a transport insurance policy; the Buyer shall bear all the costs arising in this respect.

6. Drawings

The dimensions and weights quoted in our drawings are non-binding. We reserve the right to make design alterations. We shall retain the copyright for our drawings and devices and the rights to these arising from the Patent and Utility Model Act, as well as the documents related to these. The recipient shall only be entrusted with them for personal use for the purpose of our respective order and they may not be used without our express permission, or reproduced in part or made accessible to third parties. Drawings and related documents must be returned to us if an order does not result immediately after the decision has been made.

7. Property Rights

A guarantee relating to third party property rights for our devices shall only be assumed by us within the liability limits specified in the present terms and conditions of business.

8. Reduction of the Period of Limitation

(1) The period of limitation for claims and rights because of defects – irrespective of their legal basis – shall amount to one year. This period of limitation shall also apply to other claims for compensation for damages against us, regardless of their legal basis. It shall also apply provided that the claims are not connected to a deficiency.

(2) The period of limitation in accordance with Section 1 shall apply with the following conditions:

- a) The limitation period does not generally apply in the case of wilful intent.
- b) The period according to Section 1 shall also not apply if we have fraudulently concealed the deficiency or if we had a guarantee for the properties of the item to be delivered.
- c) Limitation periods shall apply for compensation for damages, even in cases of injury to life, the body or health or freedom, in the case of claims in accordance with the Product Liability Act, in the case of a grossly negligent violation of an obligation or in the case of the culpable violation of essential contractual obligations.

(3) Insofar as claims for the compensation for damages are mentioned in this clause, claims for the reimbursement of futile expenditure are also recorded.

(4) Unless expressly stipulated otherwise, the statutory provisions concerning the beginning of the limitation period, the suspension of the expiry date, the suspension and restart of periods shall remain unaffected.

(5) An alteration of the burden of proof to the disadvantage of the Buyer is not connected to the above provisions.

9. Liability

(1) AKO shall be liable in cases of wilful intent or gross negligence on the part of a representative or a vicarious agent, in accordance with the statutory provisions. In other respects, AKO shall only be liable in accordance with the Product Liability Act on account of injury to life, the body or health or on account of the culpable violation of essential contractual obligations or to the extent that AKO has fraudulently concealed a deficiency or assumed a guarantee for the properties of the item to be delivered. The claim for compensation for damages for the violation of essential contractual obligations shall, however, be restricted to the foreseeable damages typical of the contract, provided that no other case of mandatory liability in accordance with Section 1 or Section 2 is present at the same time.

(2) The provisions of Section 1 above shall apply for all claims for compensation for damages (in particular for compensation in addition to performance and compensation instead of performance), irrespective of the legal basis, in particular on account of defects, the violation of obligations arising from contractual obligations or unauthorised action. It shall also apply to the claim for reimbursement of futile expenditure.

(3) An alteration of the burden of proof to the disadvantage of the Buyer is not connected to the above provisions.

(4) Insofar as delivery is impossible, the Buyer is entitled to demand compensation in accordance with the statutory provisions. However, the Buyer's claim is restricted to compensation in addition to or instead of performance and to reimbursement of futile expenditure to 10% of the value of the respective part of the delivery which cannot be used because of the impossibility of delivery. Further claims of the Buyer because of the impossibility of the delivery are excluded. This limitation shall not apply if AKO is liable in cases of wilful intent or gross negligence or on account of injury to life, body or health. The Buyer's right to withdraw from the contract shall remain unaffected.

(5) The Buyer may only withdraw from the contract in the context of the statutory provisions if the seller is responsible for the violation of the obligation. In the case of violations of obligations, the Buyer may declare, within an appropriate term upon the seller's request, whether he is withdrawing from the contract or insisting on delivery as a result of the violation of obligation. In the case of defects, the statutory provisions shall continue to apply.

10. Amendments and Additions

Amendments and additions to the contract shall be made by the management or a specially authorised representative of the supplier. Any agreements or declarations of other persons shall only be effective if they are confirmed by the management of the supplier. Subsidiary agreements made verbally shall not be effective.

11. Retention of Title

The delivered goods shall remain the property of AKO Armaturen und Separationstechnik GmbH until the full payment has been made.

12. Applicable Law and Place of Fulfilment

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction and place of fulfilment shall be Trebur-Astheim.

13. Data Protection

All the data recorded about customers and orders shall not be relayed to third parties, or used for advertising purposes and shall only be stored in the context of the storage obligation for accounting data.

14. Severability Clause

If one of the above provisions is or becomes invalid, this shall have no influence on the effectiveness of the remainder of the General Terms and Conditions of Sale and Delivery.